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**PIN THE UNITED STATES COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS**

SEP X 7 2012

THOMAS G. BRUTON  
CLERK, U.S. DISTRICT COURT

**GERMAINE J GRANT**

Plaintiff.

-v-

12CV7146  
JUDGE LEFKOW  
MAG. JUDGE NOLAN

**LTD FINANCIAL SERVICES L.P.**

Defendant.

**COMPLAINT**

Plaintiff, **GERMAINE J GRANT**, hereby sues Defendant, **LTD FINANCIAL SERVICES L.P.** and alleges:

**PRELIMINARY STATEMENT**

1. This is an action for damages brought for damages for damages for violations of the Fair Credit Reporting Act (FCRA) 15 U.S.C. §1681 *et seq.*

**JURISDICTION AND VENUE**

2. The jurisdiction of this Court is conferred by 15 U.S.C. §1681p.

3. Venue is proper in this Circuit pursuant to 28 U.S.C. §1391b.

4. This is an action for damages which exceed \$5,000.00.

5. Plaintiff, **GERMAINE J GRANT**, is a natural person and is a resident of the State of Illinois.

6. Defendant LTD FINANCIAL SERVICES L.P. is a Texas Corporation, authorized to do business in Illinois.

7. All conditions precedent to the bringing of this action have been performed, waived or excused.

**FACTUAL ALLEGATIONS**

8. On September 2010 thru June 2011, LTD FINANCIAL SERVICES L.P. initiated a pulls of Plaintiff's credit report from Trans Union without permissible purpose.

**COUNT I-IX**

**VIOLATION OF FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C. §1681  
WILLFUL NON-COMPLIANCE BY DEFENDANT LTD FINANCIAL SERVICES L.P.**

9. Paragraphs 1 through 8 are realleged as though fully set forth herein.

10. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. §1681a(c).

11. LTD FINANCIAL SERVICES L.P. is a furnisher of information within the meaning of the FCRA, 15 U.S.C. §1681s-2.

12. LTD FINANCIAL SERVICES L.P. willfully violated the FCRA. Defendant's violations include, but are not limited to, the following:

- (a) LTD FINANCIAL SERVICES L.P. willfully violated 15 U.S.C. §1681b (f) by obtaining Plaintiff's consumer report without a permissible purpose as defined by 15 U.S.C. §1681b.

WHEREFORE, Plaintiff demands judgment for damages against LTD FINANCIAL SERVICES L.P. for actual or statutory damages, and punitive damages, attorney's fees and costs, pursuant to 15 U.S.C. §1681n.

**COUNT X**

**VIOLATION OF FAIR CREDIT REPORTING ACT (FCRA), 15 U.S.C. §1681  
NEGLIGENT NON-COMPLIANCE BY DEFENDANT LTD FINANCIAL SERVICES  
L.P.**

13. Paragraphs 1 through 12 are re-alleged as though fully set forth herein.

14. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. §1681a(c).

15. LTD FINANCIAL SERVICES L.P. is a furnisher of information within the meaning of the FCRA, 15 U.S.C. §1681s-2.

16. LTD FINANCIAL SERVICES L.P. negligently violated the FCRA. Defendant's violations include, but are not limited to, the following:

- (a) LTD FINANCIAL SERVICES L.P. negligently violated 15 U.S.C. §1681b (f) by obtaining Plaintiff's consumer report without a permissible purpose as defined by 15 U.S.C. §1681b.

16. Such permissible purposes as defined by 15 U.S.C. § 1681b are generally, if the consumer makes application for credit, makes application for employment, for underwriting

of insurance involving the consumer, or is offered a bona fide offer of credit as a result of the inquiry.

17. Plaintiff has never had any business dealings or any accounts with, made application for credit from, made application for employment with, applied for insurance from, or received a bona fide offer of credit from the Defendant LTD FINANCIAL SERVICES L.P.

18. At no time did Plaintiff give his consent for Defendant LTD FINANCIAL SERVICES L.P. to acquire his consumer credit report from any credit reporting agency.

19. FCRA in 15 U.S.C. §1681a(r)(4) states: The terms "account" and "electronic fund transfer" have the same meanings as in section 1693a of this title.

(2) the term "account" means a demand deposit, savings deposit, or other asset account (other than an occasional or incidental credit balance in an open end credit plan as defined in section 103(i) of this Act), as described in regulations of the Board, established primarily for personal, family, or household purposes, but such term does not include an account held by a financial institution pursuant to a bona fide trust agreement;

20. The definition of "account" clearly does not include an account such as a credit card open end credit account but does include a demand deposit account, savings deposit or other asset account which is wholly different. The Plaintiff never had any such account so there was obviously no permissible purpose for the credit pull.

21. In January of 2011 to July of 2011 Defendant LTD FINANCIAL SERVICES L.P. obtained the CRA consumer credit report for the Plaintiff with no permissible purpose in violation OF FCRA, 15 U.S.C. § 1681b. Plaintiff has no idea or indication as to what possible alleged account LTD FINANCIAL SERVICES L.P. could claim to have with him and is positive he

**had no account with LTD FINANCIAL SERVICES L.P. which would come under the definition of account in the FCRA in regard to permissible purpose.**

**22. The action of Defendant LTD FINANCIAL SERVICES L.P. obtaining the consumer credit report of the Plaintiff with no permissible purpose or Plaintiff's consent was a violation of FCRA, 15 U.S.C. § 1681b and an egregious violation of Plaintiff's right to privacy.**

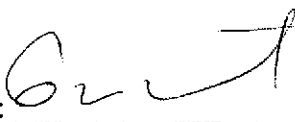
WHEREFORE, Plaintiff demands judgment for damages against LTD FINANCIAL SERVICES L.P. for actual damages, and attorney's fees and costs, pursuant to 15 U.S.C. §1681o.

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a trial by jury of all issues so triable as a matter of law.

Dated: September , 2012

Respectfully submitted,

By:   
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Germaine J Grant

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